

BID EVALUATION CRITERIA (BEC)/BID REJECTION CRITERIA (BRC)**BID EVALUATION CRITERIA (BEC):**

The bid shall conform to the specifications and terms and conditions given in the Bidding Documents. Bids shall be rejected in case material and services offered do not conform to the required parameters stipulated in the technical specifications. Notwithstanding the general conformity of the bid to the stipulated specifications, the following requirements will have to be particularly met by the Bidders without which the same will be considered as non-responsive and will not be considered for evaluation. All the documents related to BEC shall be submitted along with the Technical Bid.

1.0 ELIGIBILITY CRITERIA:

The bidder must be incorporated in India and must maintain more than or equal to 20% local content (LC) for the offered services to be eligible to bid against this tender.

Regarding calculation of local content and submission of documents during bidding & execution of contracts, provision of Purchase preference under Public Procurement (Preference to Make in India) Order, 2017 of Department for Promotion of Industry and Internal Trade (DPIIT), Govt. of India and as amended time to time with modifications as notified vide MoPNG Order No. FP-20013/2/2017-FP-PNG-Part (4) (E-41432) dated 26th April 2022 (including subsequent amendments thereof, if any) shall be applicable.

Whether **or not** the bidders want to avail PP-LC benefit against this tender, it is mandatory for them to meet the following at the bidding stage:

- (a) The bidder must provide the **percentage (%) of local content** in their bid, without which the bid shall be liable for rejection.
- (b) The Bidder shall submit an undertaking from the authorised signatory of bidder having the Power of Attorney along with the bid specifying the LC Percentage and such undertaking shall become a part of the contract, if awarded. [Format enclosed as **PROFORMA-XIII**]
- (c) Bidder to submit a copy of their Certificate of Incorporation/registration in India.

2.0 TECHNICAL EVALUATION CRITERIA:**2.1 EXPERIENCE:**

2.1.1 The bidder shall have the experience of successfully executing/completing at least 01 (One) '**SIMILAR WORK**' of minimum value of **Rs. 28,61,000.00 (Rupees Twenty Eight Lakh Sixty One Thousand only)**, under a single contract, during the last 07 (Seven) years reckoned from the original bid closing date of this tender in Central Govt./State Govt./Public Sector Undertaking/State Govt. Enterprise/any Public Limited Company of India/ any E&P Company (E&P Company means organization involved in exploration & production of Crude oil & Natural Gas).

Notes to BEC Clause 2.1 above:

- a. '**SIMILAR WORK**' mentioned in Clause No. 2.1.1 means: -

Experience of providing Oilfield services of Compressor (Air / Gas) / Coiled tubing unit / Slickline/ Nitrogen Pumping unit / Drilling rig services / Work over rig services / Cementing unit / Steam Generator in the upstream oilfield operations utilizing bidder's own / leased equipment.

b. Proof of requisite Experience, viz award and subsequent successful execution/completion of **‘SIMILAR WORK’** (refer Clause no. 2.1 above), must be substantiated by submission of the following documents along with the bid:

A. Contract document/ Letter of Intent (LOI)/Letter of Award (LOA)/ Work Order showing detailed scope of work in line with Clause 2.1 above.

AND

B. Job Completion Certificate showing:

- i. Gross value of job done
- ii. Nature of job done and Work order no./Contract no.
- iii. Contract period and date of completion

OR

SES (Service Entry Sheet)/Certificate of Payment (COP) issued by the Client/End User indicating the following:

- i. Work order no./Contract no.
- ii. Gross value of jobs done
- iii. Period of Service
- iv. Nature of Service

c. In case requisite experience is against **OIL's Contract**, bidder shall only require to categorically specify OIL's Contract Number.

d. Only Letter of Intent (LOI)/Letter of Award (LOA), or Work Order(s) are not acceptable as evidence.

e. Mere award of contract(s) will not be counted towards experience. Successful completion of the awarded contract(s) to the extent of volume & value, as stipulated respectively under Clause Nos. 2.1 will only be treated as acceptable experience.

f. Following work experience will also be taken into consideration:

- (i) If the prospective bidder has executed contract in which **‘SIMILAR WORK’** is also a component of the contract.
- (ii) In case the start date of the requisite experience is beyond the prescribed 07 (seven) years reckoned from the original bid closing date but completion is within the prescribed 07 (seven) years reckoned from the original bid closing date and the value/quantity executed within the last 07 (seven) years reckoned from the original bid closing date is equal to or more than the minimum quantum prescribed in the BEC.
- (iii) If the prospective bidder is executing **‘SIMILAR WORK’** which is still running and the contract value/quantity executed prior to original bid closing date is equal to or more than the minimum prescribed value in the BEC.

In case the documents submitted as per Para **b.** above are not sufficient to establish the value/quantity/period of the WORK against Para **f.**, the bidder shall also have to submit the breakup of the works executed under such contract(s) clearly indicating the value / quantity / period of '**SIMILAR WORK**' which should be certified by the end user or a certificate issued by a practicing Chartered / Cost Accountant Firm (with Membership Number & Firm Registration Number).

g. Experience of '**SIMILAR WORK**' executed through 'sub-contracting' shall not be considered for evaluation.

h. '**SIMILAR WORK**' executed by a bidder for its own organization/subsidiary cannot be considered as experience for the purpose of meeting BEC.

i. Bids submitted for part of the work will be rejected. Bid will be rejected if not accompanied with adequate documentary proof in support of Work experience as mentioned in Para 2.1.

2.2 The bidder shall submit an undertaking as per **Annexure-B** at the time of submission of the Bid stating that they shall complete mobilization within 90 (ninety) days from the date of issuance of Mobilization Notice. Also, the compressor unit offered, shall be brand new or of vintage not earlier than 01.01.2020 and shall be as per the specification mentioned in clause no. 14.0 of SOW. In this regard, the successful bidder shall submit relevant documents specifying the make/model and other details of the offered unit. In case the successful bidder is not the owner of the compressor unit, they shall have to submit MoU/Lease agreement covering the entire contract period with the owner of compressor unit or seller/manufacture of the compressor unit as applicable. The documents mentioned above must be furnished at the time mobilization of the contract. Offers without confirmation of stipulated mobilization time or with mobilization time more than 90 (ninety) days shall be summarily rejected. The bidder shall confirm compliance of this in their technical bid.

3.0 FINANCIAL EVALUATION CRITERIA

3.1 Annual Financial Turnover from operations of the bidder during any of preceding 03 (Three) financial/ accounting years from the original bid closing date should be at least **Rs. 17,17,000.00 (Rupees Seventeen Lakh Seventeen Thousand only),**

[Annual Financial Turnover of the bidder from operations shall mean: "Aggregate value of the realisation of amount made from the sale, supply or distribution of goods or on account of services rendered, or both, by the company (bidder) during a financial year" as per the Companies Act, 2013 Section 2 (91).]

3.2 Net worth of the bidder must be Positive for the preceding financial/accounting year.

[Net worth shall mean: "Share capital + Reserves created out of profits and securities Premium account (excluding revaluation reserves) – deferred expenditure – Miscellaneous Expenditure to the extent not written off and carried forward Loss - Reserves created out of write back of depreciation and amalgamation".]

Notes to BEC Clause 3.0 above:

a) For proof of Annual Turnover & Net worth any one of the following documents must be submitted along with the technical bid:-

(i) A certificate issued by a practicing Chartered/ Cost Accountant (with Membership Number and Firm Registration Number), certifying the Annual Turnover & Net worth as per format prescribed in **Annexure -X**.

OR

(ii) Financial Statements (Balance Sheet & Profit & Loss account **along with all the schedules/notes forming part of the Balance sheet & Profit and Loss Account**) audited by the auditors appointed under the statute like Companies Act etc. wherever applicable. In cases where the bidding/ supporting company (as applicable) are not required to prepare Audited Financial Statements as per the Law of the Land of the country of the bidding/supporting company as applicable, the bidder shall provide documentary evidence for the same along with a certificate from a practicing Chartered Accountant or equivalent to this effect. The bidder must also submit the financial statement as per the accounting standards of the country of the bidding/supporting company as the case may be, duly certified by the practicing-chartered accountant or equivalent.

Note: Mention of UDIN (Unique Document Identification Number) is mandatory for all Certificates issued w.e.f. February 1, 2019 by Chartered/Cost Accountant in Practice.

- b.** Considering the time required for preparation of Financial Statements, if the last date of preceding financial/accounting year falls within the preceding six months/within the due date for furnishing of audit report as per Section 139(1) of IT Act, 1961 (read along with latest circulars/notifications issued by CBDT from time to time) reckoned from the original bid closing date and the Financial Statements of the preceding financial/accounting year are not available with the bidder, then the financial turnover of the previous three financial/accounting years excluding the preceding financial/accounting year will be considered. In such cases, the Net worth of the previous financial/accounting year excluding the preceding financial/accounting year will be considered. However, the bidder has to submit an undertaking in support of the same along with their technical bid as per **PROFORMA-IX**.
- c.** In case the bidder is a Central Govt. Organization/PSU/State Govt. Organization/Semi-State Govt. Organization or any other Central/State Govt. Undertaking, where the auditor is appointed only after the approval of Comptroller and Auditor General of India and the Central Government, their certificates may be accepted even though FRN is not available. However, bidder to provide documentary evidence for the same.
- d.** In case the bidder is a Government Department, they are exempted from submission of document mentioned under para **a.** and **b.** above.

- e. Bid will be rejected if not accompanied with adequate documentary proof in support of Annual turnover and Net worth as mentioned in Para 3.1 & 3.2.

4.0 COMMERCIAL EVALUATION CRITERIA:

4.1 The bids are to be submitted in **Single Stage under Two Bid System** i.e. Un-priced Techno-Commercial Bid and Price Bid together. The Un-priced techno-commercial bid (or Technical bid) must comprise of all the technical documents substantiating the previous experience, financial & technical credentials of the bidder and any other document as asked for in the bid document. **There should not be any indication of price in the Technical bid; otherwise, the bid shall be rejected straightway.**

4.2 The bidder must enter an all-inclusive price (including GST) against the **“OFFER PRICE”** field while creating their response against the tender in GeM portal. Computation of the above-mentioned all-inclusive price must be done as per the Price Bid Format enclosed along with the BOQ. The duly filled Price Bid Format indicating the Unit Rates and GST rate in the provided space, shall be uploaded by the bidder under “Financial Documents” on GeM portal.

Note: The breakup of the quoted / offered price, as per the prescribed Price Bid Format **MUST NOT** be uploaded with the technical bid; otherwise, the bid **shall be rejected straightway.**

4.3 The price quoted by the successful bidder must be firm during the performance of the contract and not subject to variation on any account except as mentioned in the bid document. Any bid submitted with adjustable price quotation other than the above will be treated as non-responsive and rejected.

4.4 Bid Security in Original shall be furnished as a part of the Technical Bid and shall reach office of HoD of Contracts, OIL at Duliajan before bid closing date & time. A scanned copy of the bid security shall however be uploaded in GeM portal along with the Technical Bid. The amount of Bid Security (Rs. 4,60,000.00 (Rupees Four Lakh Sixty Thousand only)) shall be as specified in the Forwarding Letter of the Bid Document. Bid without proper & valid Bid Security shall be rejected. **Exemption of Bid Security shall be governed as per GeM GTC.** Refer to Clause no. 12.2 (c) of ITB regarding submission of bid security.

4.5 The quantities shown against each item in the BOQ shall be considered for the purpose of Bid Evaluation. It is, however, to be clearly understood that the assumptions made in respect of the quantities for various operations are only for the purpose of evaluation of the bid and the Contractor will be paid on the basis of the actual Quantity consumed, as the case may be.

4.6 Bids shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by bidder, in which case such corrections shall be initiated by the authorised signatory. However, white fluid should not be used for making corrections. Any bid not meeting this requirement shall be rejected.

4.7 Any bid containing false statement will be rejected and action will be taken by Company as per Bid Document. The bidder has to submit an undertaking in this regard as per attached **Proforma-VIII**.

4.8 Bidder must accept and comply with the following provisions as given in the Tender Document in toto, failing which offer will be rejected:

- (i) Firm price
- (ii) EMD / Bid Bond / Bid Security
- (iii) Period of validity of Bid
- (iv) Price Schedule
- (v) Performance Bank Guarantee / Security deposit
- (vi) Delivery / Completion Schedule
- (vii) Scope of work
- (viii) Guarantee of material / work
- (ix) Liquidated Damages clause
- (x) Tax liabilities
- (xi) Arbitration / Resolution of Dispute Clause
- (xii) Force Majeure
- (xiii) Applicable Laws
- (xiv) Specifications
- (xv) Integrity Pact.

4.9 There should not be any indication of price in the Un-priced Techno-Commercial Bid. A bid will be straightway rejected if this is given in the Un-priced Techno-Commercial Bid.

4.10 Bid received with validity of offer less than **120 (One Hundred Twenty)** days from Bid Opening Date will be rejected.

4.11 The Integrity Pact is applicable against this tender. OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide “**Proforma-XIV/Integrity Pact**” of the tender document. This Integrity Pact proforma has been duly signed digitally by OIL's competent signatory. The proforma has to be returned by the bidder (along with the Un-priced Techno-Commercial Bid) duly signed by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Uploading the Integrity Pact digitally will be construed that all pages of the Integrity Pact have been signed by the bidder's authorized signatory who sign the Bid. If any bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid will be rejected.

4.12 Bidder must submit the duly filled Technical Evaluation checklist, commercial checklist, proformas and other relevant techno-commercial documents as outlined in the tender document along with unpriced techno-commercial bid. Failure to submit duly filled up any of the above-mentioned documents within the stipulated deadline will render the bid liable for rejection and will not be considered for further evaluation.

4.13 Bids shall be typed or written in indelible ink.

4.14 Bidders shall submit declaration as per **Appendix-1** that they are neither bankrupt nor undergoing any insolvency resolution process or liquidation or bankruptcy

proceeding under any law OR no insolvency resolution process or liquidation or bankruptcy proceeding is initiated under any law against them.

4.15 Bidders shall submit declaration as per **Appendix-2** confirming that neither the bidder nor any of their allied concerns, partners or associates or directors or proprietors involved in any capacity, are currently put on holiday list/banning list by OIL debarring them from carrying on business dealings with OIL.

5.0 PRICE EVALUATION CRITERIA:

5.1 Price bid shall be opened in respect of only the techno-commercially acceptable bidders whose bids have been found to be substantially responsive. A substantially responsive bid is one that meets the terms and conditions of the Tender and/or the acceptance of which bid will not result in indeterminate liability on OIL.

5.2 The quantities shown against each item in the "Price Bid Format" shall be considered for the purpose of Bid Evaluation. It is, however, to be clearly understood that the assumptions made in respect of the quantities for various operations are only for the purpose of evaluation of the bid and the Contractor will be paid on the basis of the actual number of days/parameter, as the case may be.

5.3 Price evaluation of bids shall be carried out based on the grand total value quoted by the bidder in the price bid format which includes all taxes, duties and levies including Customs Duty (if applicable) and GST. **The bidder must enter an ALL-INCLUSIVE PRICE (INCLUDING GST) against the "OFFER PRICE" field while creating their response against the tender in GeM portal.**

5.4 For evaluation purposes, quoted unit rates against each Line Item of the price bidding format shall be considered only up to two (2) decimal places without rounding off for evaluation. The bidders are advised not to offer any discount/rebate separately and to offer their prices in the Price Bid Format after considering discount/rebate, if any.

5.5 Bidders are required to quote for all the items in the BOQ/Price Bid/ Financial Document, else the bid will be rejected. However, if no charge is involved for any of the work/item, 'NIL' should be mentioned against such part of work. If any item in the Price Bid Format is left blank, then it will be construed that for that item bidder has quoted rate as "0".

5.6 Conditional and unsolicited discount will not be considered in evaluation. However, if such bidder happens to be the lowest recommended bidder, unsolicited discount without any condition will be considered for computing the contract price.

5.7 In case of identical overall lowest offered rate by more than 01(one) bidder, the selection will be made in accordance with GeM GTC.

5.8 The inter-se-ranking of the techno-commercially qualified bidders will be determined on overall lowest cost basis (L-1 offer) i.e. considering the Total quoted price inclusive of all liabilities and GST.

5.9 OIL will prefer to deal with registered bidder under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet.

However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid.

5.10 Input Tax Credit on GST (Goods & Service Tax) for this service is NOT available to OIL & the bids will be evaluated based on total price including GST.

5.11 Based on the evaluation of techno-commercially qualified bidders, the job will be awarded to L-1 bidder.

6.0 GENERAL:

6.1 In case bidder takes exception to any clause of bidding document not covered under BEC/BRC, then the Company has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw/modify the deviation when/as advised by company. The loading so done by the company will be final and binding on the bidders. No deviation will however be accepted in the clauses covered under BEC/BRC.

6.2 To ascertain the substantial responsiveness of the bid the Company reserves the right to ask the bidder for clarification in respect of clauses covered under BEC/BRC also and such clarifications fulfilling the BEC/BRC clauses in toto must be received on or before the deadline given by the company, failing which the offer will be evaluated based on the submission. Clarifications if decided to be sought at the option of Company, the same shall be limited to the original submissions only and no independent fresh submission shall be called for/permitted. However, mere submission of such clarification shall not make the offer responsive, unless company is satisfied with the substantial responsiveness of the offer.

6.3 If any of the clauses in the BEC/BRC contradict with other clauses of bidding document elsewhere, the clauses in the BEC/BRC shall prevail.

6.4 Bidder(s) must note that requisite information(s)/financial values etc. as required in the BEC/BRC & Tender are clearly understandable from the supporting documents submitted by the Bidder(s); otherwise Bids shall be rejected.

6.5 OIL will not be responsible for delay, loss or non-receipt of applications for participating in the bid sent by mail and will not entertain any correspondence in this regard.

6.6 The originals of such documents [furnished by bidder(s)] shall have to be produced by bidder(s) to OIL as and when asked for.

6.7 The constituent of a bidder [member/partner], if any, are not allowed to bid directly or indirectly (through any other arrangement) against this tender. In such cases, all such bids shall be categorically rejected.

6.8 Bidder can be any proprietorship firms, partnership firms, private limited companies or Public limited companies including PSUs meeting the Bid Evaluation

Criteria as mentioned below. Any Bidder, if participated in the tender as Joint Venture, Consortium and through any other arrangement like MOU with another party, such offers shall not be considered for evaluation.

7.0 PURCHASE PREFERENCE CLAUSE:

7.1 PURCHASE PREFERENCE TO MSE BIDDERS:

Purchase Preference to Micro and Small Enterprises is applicable for this tender.

7.1.1 Documentation required to be submitted by MSEs: Categorization and various criteria applicable to MSE bidders shall be guided by the Gazette Notification No. CG-DL-E-26062020-220191 dated 26.06.2020 and Amendment vide Gazette Notification no. CG-DL-E-16062021-227649 dated 16.06.2021 and No. CG-DL-E-19012022-232763 dated 19.01.2022 and CG-DL-E-06052022-235600 dated 06.05.2022 issued by MINISTRY OF MICRO, SMALL AND MEDIUM ENTERPRISES, and any amendment thereof.

Bidder claiming the MSE status (MSE-General, MSE-SC/ST, MSE-Woman) against this tender has to submit Udyam Registration Number with Udyam Registration Certificate along with the technical bid for availing the benefits applicable to MSEs.

Note: In case bidding MSE is owned by Schedule Caste or Schedule Tribe or Woman entrepreneur, valid documentary evidence issued by the agency who has registered the bidder as MSE owned by SC/ST/ entrepreneur/Woman Entrepreneurs should also be enclosed.

7.2 PURCHASE PREFERENCE POLICY-LINKED WITH LOCAL CONTENT (PP-LC):

Purchase preference policy-linked with Local Content (PP-LC) notified vide letter no. **FP-20013/2/2017-FP-PNG-Part (4) (E-41432) dated 26.04.2022 of MoPNG** shall be applicable in this tender. Bidders to check the provisions of the Notification for their eligibility to bid and seek benefits for Purchase preference, accordingly. Purchase preference will be applicable as per the Notification(s) and any amendment thereof.

8.0 AWARD OF CONTRACT: The contract for hiring of the tendered services shall be awarded as per the **Concurrent Application of PPP for MSE order, 2012 and PP (Preference to Make in India) Order, 2017, vide Circular No. F. 1/4/2021-PPD** by Govt. of India, Ministry of Finance, Dept. of Expenditure, Public Procure Division dated **18.05.2023**.

9.0 COMPLIANCE OF THE COMPETITION ACT, 2002: The bidder shall strictly comply with the provisions of the Competition Act, 2002, more particularly, Section-3 of the Act. Any violation the provisions of the Act shall attract penal action under the Act.

10.0 RESTRICTIONS ON PROCUREMENT FROM A BIDDER OF A COUNTRY WHICH SHARES LAND BORDER WITH INDIA:

Subject to **Order No. F. 7/10/2021-PPD (1) dated 23.02.2023** (as amended from time to time), issued by Ministry of Finance, Department of Expenditure, Public Procurement Division, Govt. of India, Bidders should take note of the following:

10.1 Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority [Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)]. Further, any bidder (including bidder from bidder) having specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India, shall also require to be registered with the same competent authority to be eligible to bid in this tender

10.2 "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

10.3 "Bidder from a country which shares a land border with India" for the purpose of this Order means:

- a. An entity incorporated, established or registered in such a country; or
- b. A subsidiary of an entity incorporated, established or registered in such a country; or
- c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d. An entity whose beneficial owner is situated in such a country; or
- e. An Indian (or other) agent of such an entity; or
- f. A natural person who is a citizen of such a country; or
- g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

10.4 The beneficial owner for the purpose of para 10.3 above will be as under:

10.4.1 In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation:

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;
- b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders' agreements or voting agreements;

10.4.2 In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

10.4.3 In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

10.4.4 Where no natural person is identified under 10.4.1 or 10.4.2 or 10.4.3 above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

10.4.5 In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

10.5 An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

10.6 The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. A declaration as per **Exhibit-I** in this respect to be submitted by the bidder.

10.7 Validity of registration: In respect of tenders, registration should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance/placement of order, registration shall not be a relevant consideration during contract execution.

10.8 The bidders are required to provide undertaking as per **Exhibit-II & Exhibit-III** along with their bid complying with Clause No. 10.1 above for participation in this tender.

10.9 If the undertakings viz. **Exhibit-I, Exhibit-II** and **Exhibit-III** given by a bidder whose bid is accepted is found to be false, this would be a ground for debarment/action as per OIL's Banning Policy and further legal action in accordance with law.

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